



INVITATION TO BID

Bid Title: Drug Test Kits
Bid Number: 11150014
Posting Date: 8/5/2015

Bid Description

Supply the following to Milwaukee County:

- Drug Screening Test Kits

**Per specifications and/or descriptions listed on Bid Submission Form.

Submission Deadline and Location

Submission Deadline: 8/24/2015 until 1:30 P.M.

Sealed bids for furnishing the above will be accepted until deadline at the office of:

Milwaukee County Clerk
901 North 9th Street
Room 105
Milwaukee, Wisconsin 53233

Bid responses should be submitted in sealed envelope and identified in the lower left corner as follows:

Response To: "Bid Title"

Response To: "Bid Number"

Submission Deadline: "Date as provided on the Bid Documents"

Sealed bids will be opened and read 8/27/2015 at 3:00 P.M. at the Procurement Division Office, 633 West Wisconsin Avenue, 9th Floor, Milwaukee, Wisconsin, 53203.

Question Period

Questions regarding this bid will be accepted through 8/12/2015. Submit questions in writing only to Carsten Peterson at carsten.peterson@milwaukeecountywi.gov. Responses to questions will be posted as an addendum on 8/17/2015. It is bidders' responsibility to review any and all addendums prior to submission.

Bid Administrator

Carsten Peterson
633 West Wisconsin Avenue
Suite 901
Milwaukee, WI 53203
Phone: 414-223-8127
E-mail: carsten.peterson@milwaukeecountywi.gov

Bid Questions and Contact

Proposers may submit questions and requests for clarification regarding this bid. All questions regarding this bid shall be made in writing, citing the Bid Title and Bid Number, and shall be submitted via e-mail to Bid Administrator.

Questions sent to anyone other than the Bid Administrator will not be considered.

All questions must be submitted by the specified deadline. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website. Milwaukee County reserves the right to answer or not answer any question. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the bid.

This Invitation to Bid is issued by the Milwaukee County Department of Administration - Procurement. The Bid Administrator assigned to this bid along with contact information is noted above. The Bid Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the bid, prior to the time of any award is prohibited unless at the explicit direction of the Bid Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

Please note that it is the responsibility of the bidder to review any and all bid information posted to the Milwaukee County website prior to submission of bid. Procurement Bid Notifications, amendments and other bid documents can be found

at: <http://county.milwaukee.gov/PendingBidsQuotesand7951.htm>

Pre-Bid Meeting



A pre-bid meeting will not be held.

☐ A mandatory pre-bid meeting will be held.

☐ An optional pre-bid meeting will be held.

Date:

Time:

Location:

Pre-registration for pre-bid meeting required. If you are planning on attending a scheduled pre-bid meeting, please submit a confirmation with the number of attendees, names, company name, and contact information to e-mail address: _____

Bid Submission Requirement(s)

Bidder must supply two (2) complete bid packets with contents as outlined below:

- ___ 1. Completed "BID SIGNATURE, DISCLOSURES AND ACKNOWLEDGMENTS FORM".
- ___ 2. Completed "BID SUBMISSION FORM".
- ___ 3. Warranty coverage description and warranty period (include documents).
- ___ 4. Descriptive literature of items bids.
- ___ 5. Per specification no.: _____

Bid Award

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances based upon submitted pricing on quantities provided in bid.

Milwaukee County reserves the right to award all items listed in this bid to a single bidder, or to award any combination of item(s) to more than one bidder.

Milwaukee County Procurement reserves the right to negotiate with low bidder regarding contract deliverables.

If the bidder is submitting alternative proposals, the bidder shall submit them separately and in their entirety (see Bid Submission form below for alternative allowance and instructions).

Milwaukee County reserves the right to cancel this Invitation to Bid

Milwaukee County reserves the right to award a separate contract for each item; any group of items, all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

Cooperative Purchase

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes _____ No _____

Please be advised that the award of this bid by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

Term of Agreement

Initial term is for one (1) year plus four (4) additional one (1) year extensions may be added with 90 day notice prior to expiration and mutual agreement by both parties.

Pricing

Price Agreement will be for fixed price for initial term. Price increase or decrease requests must be submitted must be submitted 90 days prior to end of current term and subject to approval by Milwaukee County.

Unduly Restrictive Specifications

Prior to receipt of any bids/proposal, if a solicitation contains unduly restrictive specifications or scope of work and/or the solicitation violates local, state, or federal law or regulation it is the responsibility of any proposer of perspective proposer to notify bid/proposal administrator a minimum of ten (10) calendar days prior to submission deadline.

Unless otherwise indicated, the use of trade names is intended to be descriptive but not restrictive, and only to establish a standard for articles that will be satisfactory. Bids on all brands and models will be considered, provided the bidder clearly states on the submission exactly what they propose to furnish. When items within the bid are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.

Milwaukee County shall retain the right to be the sole determiner of equivalency.

General Directions for Bidding

All bids shall be submitted on the official form(s) furnished by the Procurement Division and identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.

After a bid has been filed at the Office of the Milwaukee County Clerk and the bidder desires to amend a bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the Invitation to Bid shall be in effect. This must be submitted before the date and time for receipt of bid as set forth in the Invitation to Bid. No bids or amendments shall be accepted after the bid opening date and time specified.

Terms and Conditions

The Purchasing Administrator reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby. If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances. Milwaukee County may exercise use of MCGO 32.38, the converting a sealed bid in this acquisition.

Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.

Successful bidder agrees to enter into contract/agreement with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the Procurement Division within fifteen working days of written request to do so.

Delays in delivery caused by bona fide strikes, government priority or requisition, riots fires, sabotage acts of God or any other delay deemed by the Purchasing Administrator to clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with Purchasing Administrator a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the Purchasing administrator, Justifies such extension.

Any resulting order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.

The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship, as provided for in MCGO 56.17.. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.

Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.

Milwaukee County is exempt from Federal Excise Tax and Wisconsin State Sales Tax bid should be submitted without such taxes.

Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.

If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract. Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

Insurance Requirements

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this bid. Milwaukee County's liability is limited by Wisconsin State Statute sections 893.80(3) for general liability and 345.03(3) for automobile liability.

Bidder to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts:

Workers' Compensation (WI)
or statutory proof of all states
coverage of Employers Liability

Statutory
\$100,000/\$500,000/\$100,000
Waiver of Subrogation

| | |
|---|-------------------------------|
| <u>Commercial General Liability</u> | \$1,000,000 per Occurrence |
| Bodily Injury and Property Damage (Including personal injury, fire, legal & contractual & products/completed operations) | \$1,000,000 General Aggregate |

| | |
|---|--------------------------|
| Automobile Liability | \$1,000,000 per accident |
| All autos and/or non-owned Bodily injury & property damage | |

County shall be named as additional insured on the Commercial General and Auto Liability policies, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverage shall be submitted for review and approval by county for the duration of this agreement. Coverage shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this agreement.

Milwaukee County reserves the right to review the insurance requirements of this section during the effective period of this bid and any extension or renewal hereof, and to modify insurance coverage and their limits when deemed necessary and prudent by County's Risk Management Department based upon changes in statutory law, court decisions, or circumstances surrounding this bid. Bidder's obligations are notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Premises.

Certificate of Insurance is to be sent to the Milwaukee County Risk Management, 901 North 9th Street, Room 302, Milwaukee, WI 53233.

Federal, State and Local Regulations and Compliance

The provider shall abide by all Federal, State and local laws, ordinances, rules and regulations associated with carrying out necessary activities related to any agreement or contract. The provider shall perform activities as require for reporting or notification to Federal, State or local agencies. The provider shall perform the duties listed above in addition to other duties that may be required at any time that are necessary to fulfill resulting contract.

Provider will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

The proposer shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Milwaukee County or any other local municipality.

Code of Ethics

Proposers shall adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in this section 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.

Non-Collusion Statement

By submission of bid, vendor/contractor certifies that bid has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

Protest and Appeal Procedure

This acquisition is being made under MCGO Chapter 32 and the related protest procedures under MCGO 32.26 and 32.20.

Protests to any sealed bid, procurement or award recommended by the procurement director or his or her designee may be made by any bidder.

Prior to bid opening, protests to form and content of bid documents shall be received by the procurement director or his or her designee not less than five (5) days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it. The procurement director or his or her designee shall review protests and, if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the procurement director or his or her designee is final.

After bid opening, protests concerning irregularities on sealed bid opening procedures, or compliance by bidders with bid documents, shall be received by the procurement director or his or her designee within seventy-two (72) hours after time of bid opening. When a sealed bid is awarded to other than the low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, or by fax machine transmission, of the proposed award. Protests to the award must be delivered to the procurement director or his or her designee within seventy-two (72) hours after receipt of notice. The procurement director's or his or her designee's copy of the

fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by a bidder.

A protest either prior to bid opening or after bid opening must be in writing and state the reason for it. The procurement director or his or her designee shall review the protest and notify the protestor of a decision in writing by fax, within five (5) days. No contract shall be awarded while a protest is pending. A protest which is untimely, fails to state the reason for it or shall have been made prior to bid opening is invalid. The decision of the procurement director or his or her designee disqualifying the protest for these reasons is final and cannot be appealed.

Appeals to Purchasing Standardization Committee, protests from decisions of the procurement director or his or her designee shall be made to the purchasing standardization committee by delivering a written request for appeal hearing both to the procurement division and the committee within seventy-two (72) hours after receipt of the procurement director's or his or her designee's decision. Written appeals to the Purchasing Standardization Committee C/O Milwaukee County Procurement Division, 633 West Wisconsin Avenue, Suite 901, Milwaukee, WI 53203. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest. The chairperson of the committee shall notify all interested persons of the time and place of the hearing. The committee shall affirm, reverse or modify the decision of the procurement director or his or her designee and its decision shall be final.



BID SIGNATURE, DISCLOSURES AND ACKNOWLEDGMENTS

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Invitation to Bid and are submitting this response in good faith. We understand the requirements of the bid and have provided the required information listed within the Invitation to Bid.

In submitting and signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this bid has not knowingly been disclosed prior to the opening of the bid to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this bid in order to evaluate and compare the response to the bid.

Firm Name

Address (Street, City, State, Zip Code)

Phone (xxx-xxx-xxxx)

Fax (xxx-xxx-xxxx)

Email

Title

Signature

Date



BID SUBMISSION FORM

Bid Title: Drug Test Kits

Terms:

Cash discounts for payment following acceptance of goods and receipt of invoice _____ % _____ days.
Only cash discounts for payment of 30 days or more shall be deducted in determining the low bidder.

Delivery shall be made not later than 14 calendar days after receipt of order. Pricing bid is "delivered pricing" (FOB Destination).

Milwaukee County Procurement reserves the right to negotiate with low bidder regarding contract deliverables.

Milwaukee County reserves the right to cancel this Invitation to Bid.

If the bidder is submitting alternatives, the bidder shall identify per submission instructions. A sample of any alternative item will be required, only by the low bidder, prior to award. Any alternative(s) offered shall be subject to a determination of equivalency, performed solely by Milwaukee County.

Milwaukee County reserves the right to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

This will be an aggregate bid award. As such, only bidders who provide bid prices for each line item will be accepted.

Bidder/Supplier must be licensed to sell/distribute bid product/item with responsibility to manufacturer warranty. All items represented on this bid must be available to and supported by the manufacturer warranty and license agreements for Milwaukee County.

Milwaukee County is a Government entity. Apply any governmental contracting options available from your organization to this bid/quote (MMCAP, GSA, etc.)

FDA approval required (510(k)) attach documentation with bid

CLIA Waived

No integrated adulteration test

Bidder must supply specification sheets for the products offered/bid.

Initial Awarded Price Agreement(s) will be contracted for period 9/1/2015 through 8/31/2016

Bid# 11150014 - Attachment A Bid Line items - Drug Test Kits

| Line | Unit of Measure | Current Supplier Units Per Case | Description | Current Manufacturer & Part Number | Alternative Brand(s) Proposed (include manufacturer & part number) | Minimum Test tolerance on the panels where indication of presence at or above minimum concentrations (Concentration cut-off) in ng/ml: | Meet min.Test Tolerance (Y/N) | Bid Price per kit (each) | Number of Units in Bidder Case | Estimated Annual Usage (Each)* | Estimated Annual Usage (Cases)* |
|------|-----------------|---------------------------------|--|------------------------------------|--|--|-------------------------------|--------------------------|--------------------------------|--|---|
| 001 | Each | 50 | 5 PANEL QUICKSCREEN DIPCARD TEST WITH 90 ML "FLIP-TOP CAP" COLLECTION CONTAINER WITH TEMP STRIP: Cocaine (COC), marijuana (THC), Opiates (OPI 2000), Methamphetamines (MET), and amphetamines (AMP) | Phamatech 9178T-50-PAT04 | | Cocaine (COC) = 300 ng/ml Marijuana (THC) = 50 ng/ml Opiates (OPI 2000) = 2000 ng/ml Methamphetamines (MET) = 500 ng/ml Amphetamines (AMP) = 1000 ng/ml | | | | 1,250 each/year (104 each/month) County-Wide | 25 cases (2+ cases/month) County-Wide |
| 002 | Each | 50 | 10 PANEL QUICKSCREEN DIPCARD TEST WITH 90 ML "FLIP-TOP CAP" COLLECTION CONTAINER WITH TEMP STRIP: Cocaine (COC, marijuana (THC), Opiates (OPI 2000), Methamphetamines (MET), amphetamines (AMP), barbiturates(BARB), oxycodone (OXY), methadone (MTD), benzodiazepines (BZD), Phencyclidine (PCP) | Phamatech 9299T-50-PAT04 | | Cocaine (COC) = 300 ng/ml Marijuana (THC) = 50 ng/ml Opiates (OPI 2000) = 2000 ng/ml Methamphetamines (MET) = 1000 ng/ml Amphetamines (AMP) = 1000 ng/ml Barbiturates (BARB) = 200 ng/ml Oxycodone (OXY) = 100 ng/ml Methadone (MTD) = 300 ng/ml Benzodiazepines (BZD) = 200 ng/ml Phencyclidine (PCP) = 25 ng/ml | | | | 19,800 each/year (750 ea/month BHD & 900 ea/month HOC) | 396 cases (15 cs/month BHD & 18 cs/month HOC) |
| 003 | Each | 50 | 5 PANEL QUICKSCREEN DIPCARD TEST WITH 90 ML "SCREW-ON CAP" COLLECTION CONTAINER WITH TEMP STRIP: Cocaine (COC), marijuana (THC), Opiates (OPI 2000), Methamphetamines (MET), and amphetamines (AMP) | Phamatech 9178T-50 | | Screw-cap Option (Same as line 1) | | | | Screw-cap Option (Same as line 1) | Screw-cap Option (Same as line 1) |
| 004 | Each | 50 | 10 PANEL QUICKSCREEN DIPCARD TEST WITH 90 ML "SCREW-ON CAP" COLLECTION CONTAINER WITH TEMP STRIP: Cocaine (COC, marijuana (THC), Opiates (OPI 2000), Methamphetamines (MET), amphetamines (AMP), barbiturates(BARB), oxycodone (OXY), methadone (MTD), benzodiazepines (BZD), Phencyclidine (PCP) | Phamatech 9299T-50 | | Screw-cap Option (Same as line 2) | | | | Screw-cap Option (Same as line 2) | Screw-cap Option (Same as line 2) |

*ESTIMATED ANNUAL USAGE IS NOT A GUARANTEE OF FUTURE USAGE

**FDA links related to approval requirement:

<http://www.fda.gov/RegulatoryInformation/Guidances/ucm080216.htm>

<http://www.fda.gov/MedicalDevices/ProductsandMedicalProcedures/InVitroDiagnostics/DrugsofAbuseTests/ucm125761.htm>